



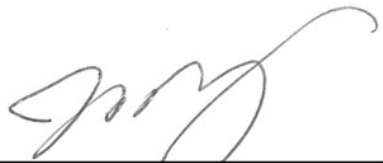
Order Filed on November 13, 2024
by Clerk
U.S. Bankruptcy Court
District of New Jersey

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| UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY | |
| Caption in Compliance with D.N.J. LBR 9004-2(b) BIELLI & KLAUDER, LLC Angela L. Mastrangelo, Esquire (No. 239652019) Thomas D. Bielli, Esquire (<i>pro hac vice</i>) Bielli & Klauder, LLC 1905 Spruce Street Philadelphia, PA 19103 Telephone: (215) 642-8271 Email: mastrangelo@bk-legal.com Email: tbielli@bk-legal.com <i>Counsel to Debtor, Anthony M. Labetti</i> | |
| In re: | Chapter 11 (<i>Subchapter V Small Business</i>) |
| Anthony M. Labetti, Debtor. | Case No.: 24-11282 Honorable Jerrold N. Poslusny, Jr. |
| CACL Federal Credit Union, Plaintiff, v. Anthony M. Labetti, <i>et al.</i> , Defendants. | Adv. Pro. No. 24-01425-JNP |

**ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN
ANTHONY M. LABETTI AND CACL FEDERAL CREDIT UNION**

The relief set forth on the following pages, numbered two (2) through three (3), is hereby
ORDERED.

DATED: November 13, 2024


Honorable Jerrold N. Poslusny, Jr.
United States Bankruptcy Court

Debtor: Anthony M. Labetti
Case No. 24-11282 (JNP)
Adv. Pro. No. 24-01425 (JNP)
Caption of Order: Order Approving Settlement Agreement Between Anthony M. Labetti and CACL Federal Credit Union

UPON CONSIDERATION of the Motion of Anthony M. Labetti, as debtor and defendant in the above-captioned proceedings, for Approval of Settlement Agreement and Mutual Releases among: (i) CACL FEDERAL CREDIT UNION (“**CACL**”) and (ii) BAKERY BOY, LLC (“**Bakery Boy**”), (iii) BAKERY 52, LLC (“**Bakery 52**”), (iv) TONY’S FOOD MANUFACTURER LLC D/B/A TONY’S FOOD MANUFACTURER (“**Tony’s Food**”), (v) TPM MANUFACTURING, LLC A/K/A TPM PIZZA MANUFACTURING (“**TPM**”); and (vi) ANTHONY M. LABETTI, including any d/b/a (collectively, “**Labetti**” together with Bakery Boy, Bakery 52, Tony’s Foods, TPM and CACL, the “**Parties**”, and each, a “**Party**”) and for the estate of Anthony M. Labetti, a debtor under Subchapter 5 of title 11 of the United States Code (the “**Bankruptcy Code**”), pursuant to [Federal Rule of Bankruptcy Procedure 9019\(a\)](#) and [11 U.S.C. § 105\(a\)](#) (the “**Motion**”)¹; and any responses thereto; and after notice and hearing; and the Court having found that the settlement as contemplated in the Settlement Agreement is within the Debtor’s business judgment and is in the best interest of the creditors of the Debtor’s estate; it is hereby **ORDERED** as follows:

1. The Motion is **GRANTED**.
2. The Settlement Agreement, as filed is **APPROVED**.
3. Upon entry of an order confirming the Debtor’s chapter 11 plan of reorganization, the Adversary Proceeding [Adv. No. 24-01425-JNP] shall be dismissed in its entirety, with prejudice.

¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion and Memorandum of Law submitted in support of the Motion.

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4. The Clerk of the Court will make appropriate entries on this adversary proceeding's docket to reflect Paragraph 3 hereinabove.

5. The Debtor is authorized, without further notice, hearing or order of this Court, to take and perform such actions as may be necessary or appropriate to implement and effectuate the Settlement Agreement or the terms of this Order.

6. The Bankruptcy Court shall retain exclusive jurisdiction with respect to any disputes arising from or related to, or other actions to interpret, administer or enforce the terms and provisions of, this Order or the Settlement Agreement.